

STATE OF INDIANA)
COUNTY OF MARION)

SS:

IN RE: BREEDEN ROOFING,)
INC.,)

Respondent.)

32 AUG 21 2008

CLERK OF THE MARION CIRCUIT COURT

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter, Certified Legal Intern E. Paige Boggs, and Deputy Attorney General David A. Paetzmann, and the Respondent, Breeden Roofing, Inc., enter into an Assurance of Voluntary Compliance (“Assurance”) pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes a *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. Respondent is an Indiana corporation engaged in business as a home improvement contractor in Marion County, with a principal place of business at 5575 Elmwood Avenue, Suite E., Indianapolis, Indiana, 46203.

2. The terms of this Assurance apply to and are binding upon the Respondent, its employees, agents, representatives, successors, and assigns.

3. Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code § 4-6-9-4 and Ind. Code § 24-5-0.5-1, *et seq.*

4. The Respondent acknowledges it has been advised that the Attorney General's role in this matter is to serve as counsel for the State of Indiana and the State of Indiana has not given the Respondent any legal advice regarding this matter.

5. Respondent agrees, pursuant to Ind. Code § 24-5-11-10, to provide a completed home improvement contract to the consumer before it is signed by the consumer in every home improvement transaction. Respondent agrees that the contract must contain at a minimum the following:

- a. The name of the consumer and the address of the residential property that is the subject of the home improvement;
- b. The name and address of the Respondent and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- c. The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- d. A reasonably detailed description of the proposed home improvements;
- e. If the description required by Indiana Code § 24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- f. The approximate starting and completion dates of the home improvements;
- g. A statement of any contingencies that would materially change the approximate completion date;
- h. The home improvement contract price; and
- i. Signature lines for the Respondent or the Respondent's agent and for each consumer who is to be a party to the home improvement

contract with a legible printed or a typed version of that person's name placed directly after or below the signature.

6. Respondent agrees each of its home improvement contracts will be in a form each consumer who is a party to the contract can reasonably read and understand, as required by Ind. Code § 24-5-11-10(b).

7. Respondent agrees that any modifications to the home improvement contract must be stated in a writing signed by the consumer in order to be enforceable against the consumer, as required by Ind. Code § 24-5-11-10(b).

8. Respondent agrees, before the consumer signs the home improvement contract and before the consumer can be required to make a down payment, it will have agreed unequivocally by written signature to all of the terms of the home improvement contract, as required by Ind. Code § 24-5-11-11.

9. Respondent agrees it will give a fully executed copy of the home improvement contract, showing the dates the Respondent and each consumer executed the contract, to the consumer immediately after the consumer signs it, as required by Ind. Code § 24-5-11-12.

10. Respondent, in soliciting and/or contracting with consumers, agrees to refrain from conducting any business activity in the State of Indiana unless those activities are in full compliance with the Home Improvement Contracts Act, Ind. Code § 24-5-11-1, *et. seq.*

11. Upon execution of this Assurance, Respondent shall pay investigative costs in the amount of Three Hundred Dollars (\$300.00) to the Office of the Attorney General.

12. Respondent shall not represent that the Office of the Attorney General approves or endorses Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

13. Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

14. The Office of the Attorney General shall file this Assurance with the Marion County Circuit Court. The Court's approval of this Assurance shall not act as a bar to any private right of action.

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DATED this 5 day of August, 2008.

STATE OF INDIANA

RESPONDENT

STEVE CARTER
Attorney General of Indiana

BREEDEN ROOFING, INC.

By: E. Paige Boggs
E. Paige Boggs
Certified Legal Intern

Dennis Breeden
Dennis Breeden, President
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Approved this 21 day of August, 2008.

Theodore M. Sosin
Judge, Marion County Circuit Court